

In re:  
Gary G. Staten, Sr.  
Debtor

Case No. 18-18391-mdc  
Chapter 13

District/off: 0313-2  
Date Rcvd: Apr 27, 2023

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 1

The following symbols are used throughout this certificate:

**Symbol      Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 29, 2023:**

<b>Recip ID</b>	<b>Recipient Name and Address</b>
db	+ Gary G. Staten, Sr., 32 W. Durham Street, Philadelphia, PA 19119-2407

TOTAL: 1

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Apr 29, 2023

Signature: /s/Gustava Winters

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 27, 2023 at the address(es) listed below:

Name	Email Address
BRIAN CRAIG NICHOLAS	on behalf of Creditor Deutsche Bank National Trust Company as Indenture Trustee, for New Century Home Equity Loan Trust 2006-2 bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com
DENISE ELIZABETH CARLON	on behalf of Creditor Deutsche Bank National Trust Company as Indenture Trustee, for New Century Home Equity Loan Trust 2006-2 bkgroup@kmllawgroup.com
JACK K. MILLER	on behalf of Trustee WILLIAM C. MILLER Esq. philaecf@gmail.com, ecfemails@ph13trustee.com
KENNETH E. WEST	ecfemails@ph13trustee.com philaecf@gmail.com
MICHAEL D. SAYLES	on behalf of Debtor Gary G. Staten Sr. midusal@comcast.net, michaeldsaylesesq@comcast.net;r43253@notify.bestcase.com
MICHAEL PATRICK FARRINGTON	

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on behalf of Creditor Deutsche Bank National Trust Company as Indenture Trustee, for New Century Home Equity Loan Trust  
2006-2 mfarrington@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Gary G. Staten Sr.	<u>Debtor(s)</u>	CHAPTER 13
Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2006-2		NO. 18-18391 MDC
	<u>Movant</u>	
vs.		
Gary G. Staten Sr.	<u>Debtor(s)</u>	11 U.S.C. Section 362
Kenneth E. West Esq.	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of April 6, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$5,214.59**. Post-petition funds received after April 6, 2023, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments:	September 2022 to April 2023 at \$690.26/month
Suspense Balance:	(\$307.49)
<b>Total Post-Petition Arrears</b>	<b>\$5,214.59</b>

2. Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on May 2023 and continuing through December 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$690.26** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$651.83 for May 2023 through November 2023 and \$651.78 for**

**December 2023** towards the arrearages on or before the last day of each month at the address below;

Carrington Mortgage Services, LLC  
PO Box 3730  
Anaheim, CA 92806

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 18, 2023

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire  
Attorney for Movant

Date: April 24, 2023

*Michael D. Sayles*

Michael D. Sayles, Esquire  
Attorney for Debtor(s)

Date: April 25, 2023

No Objection

/s/ LeeAne O. Huggins

Kenneth E. West, Esquire  
Attorney for Debtor(s)

Approved by the Court this 27<sup>th</sup> day of April 2023. However, the court retains discretion regarding entry of any further order.

*Magdeline D. Coleman*

Magdeline D. Coleman  
Chief U.S. Bankruptcy Judge